

101-10-020

**Cooperative Management Agreement
between
The United States Department of the Interior
National Park Service
Olympic National Park
and
The County of Clallam**

This Agreement is entered into by and between the County of Clallam, Washington (County), and the United States Department of the Interior, National Park Service (NPS), by and through the Superintendent, Olympic National Park.

ARTICLE I—BACKGROUND AND OBJECTIVES

The Olympic Discovery Trail (ODT) is planned as a non-motorized, multi-user transportation/recreation route that will span over 140 miles from Port Townsend, Washington to the Pacific coast near Forks, Washington. Approximately 60 miles of the trail are complete, accommodating hikers, bicyclists, and equestrians. Twenty-two miles of completed trail connect the communities of Port Angeles and Sequim, with twelve miles of this portion of the trail administered and maintained by Clallam County. The County also administers and maintains 30 miles of existing trail between Port Angeles and Lake Crescent.

The United States Department of the Interior, National Park Service (NPS), acting by and through the Superintendent, Olympic National Park, manages approximately 922,626 acres within the counties of Clallam, Jefferson, and Grays Harbor, including the area covered by this Agreement.

The principal objective of this Agreement is to respond to the County's formal request, dated February 25, 2010 (Appendix A) and to provide for the coordinated planning, design, and construction of proposed new segments of the Olympic Discovery Trail (ODT) within Olympic National Park, along the general route of the historic Spruce Railroad grade and the Lyre River Railroad Grade/Waterline Road in a manner that is consistent with federal law and policy, and that does not result in a significant adverse impact to NPS resources or values.

For this agreement the project area is defined as the proposed ODT route within Olympic National Park across, over, and through Sections 22, 23, 24, 26, 27 and 28, Township 30 North, Range 10 West, W.M., and Sections 19, 30, 29, 28, 27, 26, 23, and 14, Township 30 North, Range 9 West, W.M. The proposed ODT route within the project area has been or will be

planned, designed, and built in three segments designated herein as Segment A, Segment B, and Segment C (see attached map) and further described as follows:

- Segment A includes Sections 22, 23, 26, 27 and 28, Township 30 North, Range 10 West, W.M. Segment A is west of the top of Fairholm Hill.
- Segment B includes Section 24, Township 30 North, Range 10 West, W.M., and Sections 19, 30, 29, and 28 Township 30 North, Range 9 West, W.M., except Government Lot 1 of Section 28. Segment B begins at the top of Fairholm Hill and runs east to approximately the east end of the Camp David Jr. Road.
- Segment C includes Government Lot 1 of Section 28, Sections 27, 26, 23, and 14, Township 30 North, Range 9 West, W.M. Segment C is the east segment, beginning approximately at the east end of the Camp David Jr. Road and running east to the NPS boundary at the Waterline Road.

This agreement replaces a prior Memorandum of Agreement (MOA) that was entered into by NPS and the County in 2005. The MOA supported development of approximately eight miles of new trail in Olympic National Park between the west end of the existing Spruce Railroad Trail and the western NPS boundary near the Sol Duc River in Section 28 of Township 30 North, Range 10 West. This new agreement:

- Expands the project area to include approximately four miles of the existing Spruce Railroad Trail between the Lyre River Bridge and the west end of the Spruce Railroad Trail, including an area containing two historic railroad tunnels;
- Clarifies that the project area includes 1.5 miles of Spruce Railroad Grade west of Fairholme Hill within Olympic National Park;
- Expands the project area to include two tenths of a mile of the existing Waterline Road just northeast of the Lyre River Bridge;
- Clarifies the legal authority for NPS entering into a cooperative agreement with the County;
- Addresses the responsibility for the NPS to comply with federal law and policy;
- Clarifies roles and responsibilities for the NPS and the County in managing this project; and,
- Requires that land ownership and right-of-way be identified prior to initiating new trail development in areas adjacent to privately owned land within the NPS boundary and adjacent to the proposed project area.

The County and the NPS agree that both parties will be involved in the planning, design, and construction of this proposed new trail segment in order to support the continued development of the ODT.

The County and the NPS agree that conversion of the historic Spruce Railroad grade to a trail; conversion of the existing Spruce Railroad Trail into a universally accessible non-motorized, multipurpose trail; and consideration of re-opening two historic railroad tunnels requires coordinated planning and design to protect natural and cultural resources in accordance with the NPS Organic Act, the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), the Endangered Species Act (ESA), the Clean Water Act, and other applicable federal laws and NPS Management Policies.

The County and the NPS agree that the development of the proposed trail segment within Olympic National Park will be in accordance with the Olympic National Park General Management Plan (GMP) and Lake Crescent Management Plan (LCMP).

The GMP approved, among other things, the existing frontcountry trail system would be retained and could be improved at Lake Crescent. It also determined that a universally accessible frontcountry trail would be developed and maintained along the general route of the Spruce Railroad grade. The LCMP approved the concept of improving the Spruce Railroad grade to the western NPS boundary to provide a non-motorized, multi-purpose trail.

The County and the NPS propose to develop the grade to provide a continuous, universally accessible trail from the Lyre River to the western NPS boundary for multiple uses including some or all of the following: pedestrians, wheelchairs, bicycles (road, mountain, and touring), horses and rollerblades.

The County and the NPS agree that decisions on areas outside of NPS jurisdiction do not impinge upon any project element which is subject to our compliance effort.

The County was awarded a Washington State Recreation and Conservation Office (RCO) grant of \$999,000 to assist Olympic National Park in implementing the proposed restoration of the Spruce Railroad Trail. This grant was matched by \$1,230,000 of Federal Highways Administration, County Road Fund and volunteer match funding. Most of the match funding has already been expended constructing the 6.4 miles of asphalt paved trail west of the existing Spruce Railroad Trail. The RCO grant funding would reimburse the County for restoration of the two tunnels and improvement of the trail to support multiple uses and year round ADA accessibility, if approved by NPS.

ARTICLE II—AUTHORITY

A. Federal: 16 U.S.C. § 1a-2(l)

(1) “Where a unit of the National Park System is located adjacent to or near a State or local park area, and cooperative management between the National Park Service and a State or local government agency of a portion of either park will allow for more effective and efficient management of the parks, the Secretary may enter into an agreement with a State or local government agency to provide for the cooperative management of the Federal and State or local park areas. The Secretary may not transfer administration responsibilities for any unit of the National Park System under this paragraph. (2) “Under a cooperative management agreement, the Secretary may acquire from and provide to a State or local government agency goods and services to be used by the Secretary and the State or local governmental agency in the cooperative management of land.”

B. County

RCW 36.89.050—“A county may finance, acquire, construct, develop, improve, maintain and operate any open space, park, recreation and community facilities, public health and safety facilities, storm water control facilities and highways authorized by this chapter either solely or in conjunction with one or more governmental agencies.”

RCW 39.34.010—Permits the County to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

RCW 36.82.145—Bicycle paths, lanes, routes, etc., may be constructed, maintained or improved from county road fund – Standards. “Any funds deposited in the county road fund may be used for the construction, maintenance, or improvement of bicycle paths, lanes, routes, and roadways and for improvements to make existing streets and roads more suitable and safe for bicycle traffic. Bicycle facilities constructed or modified using county road funds after June 10, 1982, shall meet or exceed the standards of the state department of transportation.”

ARTICLE III - STATEMENT OF WORK

A. The NPS agrees, for the project area described in Article I above, to:

1. Designate a Project Manager to be the primary point of contact for the NPS during the planning and design phase of the project. This individual will coordinate project activities with other NPS staff, and will facilitate communication between the NPS and County.
2. Evaluate existing land ownership and right of way status for project area and adjacent access routes and staging areas.
3. Be the lead agency for complying with NEPA and NHPA requirements. The NPS will conduct an integrated NEPA and NHPA planning and analysis process.
4. The NPS will prepare environmental analysis and documentation in partnership with the County to develop, evaluate, and approve designs and methods for completing new segments of trail within Olympic National Park as described in Article I.
5. For the purposes of NHPA, the NPS will oversee inventory, evaluation, and assessment of effect as needed.
6. The NPS will work with the County, State Historic Preservation Officer (SHPO), and Tribes to develop, evaluate, and approve designs and methods for completion of new segments of trail within Olympic National Park as described in Article I. This includes preparation of Section 106 consultation, project review, and project monitoring with SHPO and affected Tribes.
7. Determine what known, future, and emerging uses of the trail are appropriate, and would not result in the impairment of NPS resources or values.
8. Be the lead agency for complying with other federal laws and policies applicable to this project, including any permitting requirements.
9. Provide NPS staff, subject to availability of personnel, to support this project with subject matter expertise, including but not limited to: project monitoring for compliance and resource protection, engineering, hydrology, geomorphology, biology, archeology, historic preservation, and environmental planning.
10. Provide specific written authorization to the County to issue an invitation to bid for a surveying contract to develop a reasonable range of alternatives, upon review and approval of a written request from the County.
11. Provide input and direction to the County during project development to protect NPS resources and values in accordance with federal law and policy.

12. Comply with NEPA including, for example, selecting a preliminary range of alternatives to be considered, what alternatives are carried forward in the EA, and documenting the NPS decision through a Finding of No Significant Impact (FONSI), if warranted. If a FONSI is to be issued, the County would have the opportunity to review and provide the NPS with comments before the decision document is finalized.
13. Provide specific written notification to the County, after which the County would issue an invitation for bids for a construction contract if appropriate environmental documentation is signed by the NPS Regional Director.
14. Review and provide NPS comments and changes to County construction drawings at 50% and 95% design, or more frequently as appropriate and necessary.
15. Provide written notice to the County upon NPS approval of final construction drawings.
16. Provide written notice to the County when and how construction may proceed.
17. Provide a NPS Project Monitor, at NPS expense, to fulfill all requirements and obligations for construction monitoring, including, if appropriate, the issuance of suspension or stop work orders.
18. Ensure that all approved trail development is built in a manner consistent with applicable law and policy, environmental documentation, and required mitigation and conservation measures.
19. Grant right of entry upon the Spruce Railroad Trail Right of Way to the County, its employees and/or appropriate agents for construction of the trail following written approval by NPS to implement the project in accordance with a signed environmental decision document.
20. Operate and maintain the trail within the NPS boundary after construction is completed and the trail is accepted by NPS.
21. Prepare and disseminate public information about trail construction, openings, closures, public access, and other ODT messages that pertain to the section of the ODT within the NPS boundary. Public information messages and releases including but not limited to news releases, newsletter articles, or public statements will be developed by NPS staff, in consultation and coordination with County staff.
22. Should the NPS select a preferred alternative that exceeds the County budget, the NPS will work with the County to determine an agreeable course of action.

B. The County agrees, for the project area described in Article I above, to:

1. Hire and manage an engineering and design consultant to work with NPS and the County in the preparation of tunnel restoration conceptual design alternatives and trail location design alternatives to be included in an administrative and public review NEPA document.
2. Provide engineering and design staff to work with the NPS Project Manager to prepare conceptual and schematic designs for approximately three action alternatives for analysis in an administrative and public review NEPA document. It is anticipated one of the alternatives would be the County's preferred alternative.
3. Prepare construction documents for the alternative selected by NPS and documented in a written NEPA decision document, provided the selected alternative meets funding source requirements. It is anticipated the County would utilize its own engineering staff to prepare the construction design and contract.
4. Provide the NPS with construction drawings and specifications at the 50%, 95%, and final stages, with sufficient time for NPS review, comments, or changes.
5. Following written approval by the NPS, and providing adequate funds are available, award a construction contract to be monitored by an NPS Project Monitor identified in Article III, Paragraph A.17 for all work completed within NPS boundaries, to the standards and requirements of applicable law and policy as determined by NPS.
6. Implement the construction project in the manner approved by NPS in writing, including all identified mitigation measures included in the environmental decision document.
7. Comply with NPS Project Monitor instructions, including suspend or stop work orders.
8. Provide a Point of Contact to work with NPS during planning, design, and construction phases of the project.
9. County has a budget limited to \$1,100,000 to construct proposed Trail Segment "C" to the level of a 12 foot wide gravel based trail with two restored tunnels. The County would provide up to \$360,000 of additional funding to pave Segment "C" of the trail. The County has an additional \$200,000 to construct the proposed 1.5 miles of paved trail west of Fairholme Hill referred to as Segment "A" and the proposed 1200 feet of trail near the Lyre River Bridge referred to as Segment "C". This funding would need to be expended by the end of 2012.

C. The NPS and the County Jointly Agree, for the project area described in Article I above, to:

1. Develop a scope of work for a site assessment of existing conditions in the project area, including but not limited to: cultural resources, including the contributing elements of the historic Spruce Railroad, vegetation, any erosion features, drainage structures, culverts, existing utilities (water lines and buried electrical cable), and areas of old growth trees and sensitive species habitat adjacent to the proposed trail.
2. Work together to determine the potential for impact to NPS resources and values.
3. Agree that the objective is to construct a multi-use, universally accessible trail while avoiding or minimizing, through design or mitigation, adverse impacts to NPS resources and values from trail development. Final responsibility for decisions rests with the NPS.
4. Establish a schedule for NPS and the County to meet on a regular basis to coordinate project activities, track project progress, and manage expenditures.
5. Monitor and celebrate success of the project and activities.
6. Cooperate in actions required to comply with NEPA, NHPA, ESA, Clean Water Act, and NPS Management Policies.
7. Agree that all work related to planning, design, development, and construction of this project requires specific written authorization from NPS. This includes actions taken to initiate planning, compliance, pre-design, design, advertisement for bids, acceptance of bids, and start of construction.
8. Review all trail construction activities on an ongoing basis. NPS will identify actions required by the County and/or contractor prior to acceptance by NPS of the project as complete. The County and NPS will make every effort to identify these actions prior to expiration of the construction contract.
9. Work collaboratively to develop appropriate and consistent messages (e.g. press releases) about all aspects of planning, design, construction, and public access to the ODT within the NPS. Refer media, interest group and public inquiries about the ODT within the NPS to either the OLYM public information officer or the NPS visitor center based on the nature of the inquiry.
10. Develop a project schedule to guide planning, design, and construction.
11. The County and NPS propose to complete planning and compliance by the end of calendar year 2010, unless a later date is mutually agreed to.

12. County shall provide final construction drawings and specifications for NPS review within approximately 30 days of signed NEPA decision document. NPS shall review and provide written approval for final construction drawings within approximately sixty days or receipt of County construction drawings to ensure that all mitigation measures identified by the NPS are adequately carried forward in construction documents and contract specifications.

ARTICLE IV - TERM OF AGREEMENT

This Agreement will become effective upon final signature and shall continue and full force and effect for a period of five years thereafter.

ARTICLE V - KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the NPS:

Signatory/Administrative

Contracting Officer

Olympic National Park

600 E. NPS Avenue

Port Angeles, Washington 98362

Telephone: 360-565-3024

Fax: 360-565-3018

Email: rod_roberson@nps.gov

Local/Coordinating/Agreements Technical Representative

Chief of Maintenance

Olympic National Park

600 E. NPS Avenue

Port Angeles, Washington 98362

Telephone: 360-565-3150

Fax: 360-565-3015

Email: reed_robinson@nps.gov

2. For the County:

Signatory/Administrative

County Commissioners

223 E. 4th Street

Port Angeles, Washington 98362

Telephone: 360-417-2441

Fax: 360-417-2395

Local/Coordinating

Clallam County Engineer

223 E. 4th Street, Suite 6

Port Angeles, WA 98362

Telephone: 360-417-2312

Fax: 360-417-2513

Email: [insert]

B. Communications - The County and NPS will address any communication regarding this Agreement to the key officials. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the Local/Coordinating Officers.

C. Changes in Key Officials - Either the NPS or the County may make changes in key officials with thirty-day advance written notice to the other party.

ARTICLE VI - AWARD AND PAYMENT

A. The commitment of federal funds in furtherance of this Agreement shall be authorized by an annual task agreement issued against this Cooperative Agreement identifying each project or group of projects, amount of reimbursement, and any other special terms or conditions applicable to that project. Signatory authority for these task agreements shall be vested in the Director of Public Works for Clallam County and the Contracting Officer for the NPS. Additional work, as provided for in Articles I and III may be incorporated by modification to the annual task agreement should the necessity and funding arise for such work at any time during the year.

ARTICLE VII - PRIOR APPROVAL

The County will obtain the prior written approval of the NPS for actions related to this project as described in Articles I, III, and VI.

ARTICLE VIII - LIABILITY

A. The NPS shall be liable, to the extent allowed by law, including the Federal Tort Claims Act, for claims for personal injuries or property damage resulting from the negligent or wrongful acts or omissions of any employees, subcontractors or agents of the NPS while acting within the scope of their employment, arising out of this Agreement.

B. Clallam County shall be liable, to the extent allowed by law, including all applicable state and federal laws, for personal injuries or property damage resulting from the negligent or wrongful acts or omissions of any County employees, elected officials, subcontractors or agents while acting within the scope of their employment, arising out of this Agreement.

C. Clallam County and the NPS shall cooperate to the fullest extent possible in the investigation and defense of any claims that may be filed with the NPS or the County by a third party, arising out of this Agreement.

ARTICLE IX - ACCESS TO RECORDS

A. Access to Records

1. The County will give the NPS and the Comptroller General of the United States, or any authorized representative, access to and the right to examine all records that would otherwise be available to the NPS pursuant to a public disclosure request under RCW 42.56. Provided, the County shall provide financial audit information as outlined in OMB Circular A-133 and 43 CFR 12 if requested.

2. The NPS will give the County or any authorized representative access and the right to examine any records related to this Agreement that otherwise would be available to the County under the *Freedom of Information Act*, 5 U.S.C. §552.

B. Record Keeping

The County will keep records concerning this Agreement in accordance with the requirements of Article XII, Paragraph A, General Provisions, and all applicable OMB Circulars.

ARTICLE X - PROPERTY UTILIZATION

A. Loaned Equipment

Equipment required to perform the work of this Agreement may be loaned by one party to the other upon prior approval by the Local/Coordinating Key Officials. Each party shall retain title to its respective equipment, shall take reasonable steps to protect the property of the other party, and shall return equipment in the same condition as received, normal wear and tear excepted. In the event of emergency or unforeseen conditions, the parties agree to immediately return equipment upon demand, notwithstanding previously-arranged return dates. Equipment operators shall be fully qualified in accordance with the certification program applicable to their employer.

ARTICLE XI – MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties.

B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

C. County and NPS agree that all work performed prior to any termination of this Agreement shall be paid for by the responsible party in accordance with this agreement.

ARTICLE XII - GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. OMB Circulars and Other Regulations - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

(a) *OMB Circular A-87*, "Cost Principles for State, Local, and Indian Tribal Governments."

(b) *OMB Circular A-97*, "Provisions for Specialized and Technical Services to State and Local Governments."

(c) *OMB Circular A-102*, as codified by *43 CFR Part 12*, Subpart C, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

(d) *OMB Circular A-133*, "Audits of States, Local Governments, and Non-Profit Organizations."

(e) *FAR Clause 52.203-12*, Paragraphs (a) and (b), "Limitation on Payments to Influence Certain Federal Transactions."

(f) *43 CFR 12 Subpart D*, (Reserved).

(g) *43 CFR 12 Subpart E*, "Buy American Requirements for Assistance Programs." (*43 CFR 12.2(b)*).

2. Non-Discrimination - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI of the Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); *Title V*, Section 504 of the *Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

3. Lobbying Prohibition - 18 *U.S.C. §1913*, Lobbying with Appropriated Moneys, as amended by *Public Law 107-273*, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

4. Anti-Deficiency Act - 31 *U.S.C. §1341* - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

5. Minority Business Enterprise Development -*Executive Order 12432* - It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with *43 CFR §12.944* for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and *43 CFR §12.76* for State and Local Governments.

B. Special Provisions

Publications of Results of Studies—No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

C. Certifications – The following certification is required in accordance with the above provisions and made a part of this Agreement:

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

ARTICLE XIII - ATTACHMENTS

The following documents are attached to and made a part of this Agreement

A. Clallam County Proposal to Construct Three Segments of the Olympic Discovery Trail Through Olympic National Park through Adaptive Reuse of the Spruce Railroad Grade (February 25, 2010).

B. Maps of Project Area included in this Agreement

C. DI-2010, "Certifications Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements, and Lobbying" (incorporated by reference)

D. SF-424 and SF-424 A or C shall be provided by the County for any task agreement involving the expenditure of federal funds.

ARTICLE XIV - SIGNATURES

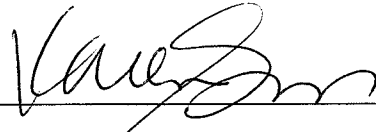
IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date(s) set forth below:

FOR THE COUNTY

FOR THE NATIONAL PARK SERVICE

 05/11/2010


Howard V. Doherty, Jr., Chair Date
Board of Clallam County Commissioners

 5/11/10


Karen Gustin, Superintendent Date
Olympic National Park

 05/11/2010


Stephen P. Tharinger Date
Board of Clallam County Commissioners

 5/11/2010

Rodney J. Roberson, Contracting Officer Date
Olympic National Park

 05/11/2010

Michael C. Chapman Date
Board of Clallam County Commissioners

 5-10-10

Douglas Jensen Date
Deputy Prosecuting Attorney

Appendix A: Clallam County Proposal

CLALLAM COUNTY'S PROPOSAL TO CONSTRUCT THREE SEGMENTS OF THE OLYMPIC DISCOVERY TRAIL WITHIN OLYMPIC NATIONAL PARK THROUGH ADAPTIVE REUSE AND RESTORATION OF THE SPRUCE RAILROAD GRADE

February 25, 2010

ADAPTIVE REUSE AND RESTORATION OF THE SPRUCE RAILROAD GRADE

The Olympic Discovery Trail is a regional, multi-user, non-motorized trail system whose full extent ranges from Port Townsend to the Pacific Ocean at LaPush with extensions south through Forks accessing western Jefferson County. The County seeks to locate the trail on the historic railroad grades in Clallam County in order to preserve these historically significant transportation corridors for public use and retain historic structures such as railroad trestles and tunnels. Trail users are exposed to the County's early railroad history through multiple interpretive panels found at regular intervals along the trail.

As a regional, multi-user trail, the trail must meet federally required width, grade and surfacing standards to safely accommodate multiple user groups and trail users with disabilities. The trail surface width planned for the sections that are for exclusive non-motorized use within Olympic National Park will be approximately 12 feet in total width with 8 feet utilized to accommodate bicyclists as well as pedestrians and an additional 3 to 4 feet providing equestrians with a separate but parallel trail. An 8 foot width of asphalt paving (with limited areas of concrete paving in areas associated with low water crossings or on top of cribbing areas beside the Lake) will be part of the trail only segments to facilitate their use for road bicyclists and wheelchair users. Width measurements of the Spruce Railroad Grade indicate that the historic surface width can accommodate an approximate 12 foot wide trail without widening beyond the historic width.

A) TYPICAL TRAIL CONSTRUCTION SEQUENCE

A typical trail construction sequence would include the clearing and grubbing out existing vegetation and roots from the railroad grade to the required width of 12 feet, installation of coarsely graded base rock if needed and 4 inches of finely graded crusher reject or top rock followed by paving to the required width of 8 feet. Additional clearing width may be needed in places where there is a ditch line that carries water to a specific culvert location. Where an intermittent drainage crosses the grade with no evidence of historic structure, a culvert will be installed and a fill over the culvert would accommodate the trail surface.

B) ERODED AREAS

Several locations on the trail have been cut by water erosion. Where the water flow is intermittent this situation will be repaired by installation of a culvert and filling in across the culvert to store the surface of the trail.

C) SURFACE FLOWS OF ROCK OVER THE TRAIL

Several areas along the trail have experienced surfaces flows of rock and brush from adjacent steep hillsides where there is no defined area of water flow. These areas will be constructed as a wide low water crossing utilizing concrete as the paving material which will allow flow over the concrete surface. These debris flows will need to be excavated off the concrete at regular intervals to retain a passable surface for the trail. Culverts may also be installed below the concrete surface where a defined flow can be identified to allow rapid passage of shallow water through the site.

D) PERMANENT STREAM CROSSINGS

The trail is cut by permanent stream crossing in several locations. Where the stream or stream channel is too large to allow a reasonably priced culvert to be installed, a permanent bridge crossing may be installed as an alternative. Where the stream is small, a culvert will be installed and the area around the culvert filled to restore the railroad grade.

E) BANK EROSION ON THE TRAIL

The railroad grade has locations where steep sided cuts were made through earthen slopes. Such over steepened slopes will occasionally fail onto the railroad grade surface. The bank failure material will be removed from the trail. Areas with consistent failures will see the installation of retaining devices such as short rock walls or logs placed to catch the material before it can be deposited on the trail.

F) SMALL ROCK LANDSLIDES ON THE TRAIL

Landslides affecting the trail in the area of the railroad bed are the result of talus slopes built from gradual erosion of rock cliffs near the trail. Rock landslides can be removed in this condition without affecting the stability of the rock face from which the rock originated. Landslide talus will be removed from the trail grade and placed where fill is needed on other sections.

G) HISTORIC CULVERT LOCATIONS

One or two historic wooden culverts exist on this stretch of grade. The appearance of the culverts below the trail where the wooden culverts ends are visible to a trail user would be an

important historical feature to retain. The culverts must also continue their function of passing water beneath the trail. Where the wooden logs forming the walls and roof of the culvert are in good shape (a rare occurrence) a new culvert should be placed adjacent to the wooden culvert to allow water to drain through both structures while preserving the historic culvert. If the wooden culvert has collapsed a new culvert pipe will be installed at a skewed angle to preserve any remaining wooden culvert that extends beyond the fill on the lower side of the railroad fill. The new culvert would then function to pass water through the railroad grade fill, while the appearance of the wooden culvert end to the trail user would be retained.

H) TUNNELS

Project funding is sufficient to address the two tunnels found on the existing 4 mile trail on Lake Crescent known as the "Spruce Railroad Trail". These tunnels must be repaired in order to increase the functionality of the trail, especially to make it possible to pave a narrow strip of trail so that it could be used by road bicyclists. Road bicycles are not able to transit the current "Spruce Railroad Trail" due to its rough surfacing and steep, narrow grades forcing them to face grave risks on the extremely narrow shoulders of busy US 101 on the south side of Lake Crescent. The tunnels could be made safe for all users by installing a rock fall protection system inside each tunnel to protect users from falling rock. The tunnel entrances could receive a decorative log frame to cover the protection system and make the entrances retain more of a historic appearance.

I) EXISTING LOG CRIBBING

Log cribbing supports the historic railroad grade in a few locations. Log cribbing should be maintained and replaced as needed. The cribbing could be replaced by large rip rap rock if the need arose.

J) FAILURE OF THE RAILROAD GRADE FILL

In several locations, the railroad grade fill has slumped and/or rock cribbing has failed. These slumps and rock cribbing failures should be repaired by installation of large rock such as rip rap and then filled and compacted with finer material to create a stable base for the trail.